

AG Contract No. KR96 0031TRN
ADOT ESC File No. JPA 95-226
Project: STP-600-8(006) H0875 02C
Section: SR-202L, Price - McKellips
Pipe Culvert near Dobson Road

**AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND**

**ROBERT E. HURLEY, Individually and on behalf of
MARGARET L. HURLEY SMITH and HELEN E. HURLEY SMITH**

THIS AGREEMENT is entered into 1 APR 11, 1996
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION,
(the "State"), and ROBERT E. HURLEY, individually and on behalf of MARGARET L. HURLEY SMITH
and HELEN E. HURLEY SMITH, and on behalf of their heirs and successors (collectively "HURLEY").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. Robert E. Hurley elects to execute this agreement on his own behalf, and warrants that he has the authority to execute this agreement on behalf of Margaret L. Hurley-Smith and Helen E. Hurley-Smith,

3. Incident to drainage improvements on SR202L (Red Mountain Freeway) between the Price Freeway and McKellips Road contemplated by the State, Hurleys have requested the State to increase the length of a 48" concrete pipe culvert (CPC) to pass water under the freeway to accomodate drainage waters from Hurleys property, hereinafter referred to as the Project, at an estimated cost of \$9,500.00, all at Hurley expense. A cost estimate for the Project is attached hereto as Exhibit A.

4. The parties hereto recognize and affirm that the construction of the improvements contemplated herein do not expand, contract or otherwise affect any existing rights, title or interest of the parties in waterway facilities related to the CPC.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction to increase the length of the culvert to provide drainage. Incorporate Hurley review comments as appropriate.

b. Call for bids, and with the concurrence of Hurley, award one or more construction contracts for the Project. Administer same and make all payments to the contractor. Obtain the concurrence of Hurley on any Project contract modifications. Be responsible for any contractor claims for extra compensation attributable to the State on the State's project.

c. Upon filing of this agreement with the Arizona Secretary of State, invoice Hurley for \$9,500.00, as the estimated additional cost of the longer CBC.

d. After bid opening but prior to construction contract award, in the event Hurleys elect not to participate in the Project due to excessive cost, refund the Hurleys deposit.

2. Hurley will:

a. Review the design documents and provide comments.

b. Upon execution of this agreement, advance the State \$9,500.00 as the estimated cost of the Project. Be responsible for any additional reasonable direct actual costs of the Project over and above \$9,500.00. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to Hurley.

c. Retain the right to cancel this agreement after bid opening but prior to the State's construction contract award, in the event of excessive cost over and above the States current \$9,500.00 Project estimate.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and payments; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon fexecution by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

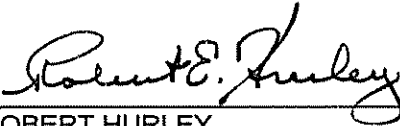
Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Mr. Robert Hurley
c/o Steve Hirsch
2800 North Central Avenue, 21st floor
Phoenix, AZ 85004-1019

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

ROBERT E. HURLEY

STATE OF ARIZONA
Department of Transportation

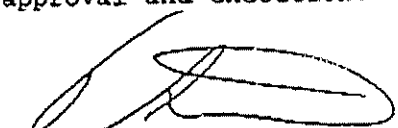
By 
ROBERT HURLEY
Individually, and on behalf
of MARGARET L. HURLEY SMITH
and HELEN E. HURLEY SMITH

By 
PETER L. ENO
Contract Administrator

RESOLUTION

BE IT RESOLVED on this 19th day of December 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Mr. Robert Hurley for the purpose of defining responsibilities for the design and construction of a longer CBC under SR-202L near Dobson Road adjacent to the Hurley property.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.



for LARRY S. BONINE
Director

95-226

Bob Hurley Drainage Crossing

SR-202L Station 409+00

| ITEM | DESCRIPTION | Unit | Quantity | Unit Price | Amount |
|---------|---|-------|----------|------------|-------------|
| 5011055 | PIPE, REINFORCED CONCRETE, CLASS V, 48" | L.FT. | 114 | \$ 80.00 | \$ 9,120.00 |
| 6016088 | HEADWALL (END SECTION) (DETAIL D2) | EACH | 1 | \$ 300.00 | \$ 300.00 |
| | | | | | |
| | Total Bob Hurley Cost | | | | \$ 9,420.00 |

Stanley Consultants, Inc.
12/19/95

Filename: ASDRAIN.XLS
Sheetname: Crossing